

Request for Proposal

Work Order Structural and Civil Engineering Services for the Wastewater Treatment Division

RFP No. E00027E06

September 2006

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**KING COUNTY
REQUEST FOR PROPOSALS ADVERTISEMENT**

King County is requesting Proposal Submittals from qualified firms interested in providing civil and structural engineering services on a work order basis for the Wastewater Treatment Division.

The Request for Proposals, all addenda and current document holder's list are available on the internet at www.metrokc.gov/procurement/rfp_rfq_itb/new_consulting.aspx. The County will no longer mail, ship or fax RFPs and addenda.

Interested firms *must* register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

The County plans to issue two (2) contracts with a maximum dollar value of \$500,000 (each). Each contract will have an initial period of performance of one (1) year. The County reserves the right to amend the contract duration in one (1) year increments up to a maximum of three (3) years, if funds remain.

Contract Title: Work Order Structural and Civil Engineering Services for the Wastewater Treatment Division

Number: E00027E06

Proposals due: September 27, 2006

Time: 5:00 p.m.

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

SUMMARY OF WORK: Work order based civil and structural engineering services for pre-design, design, and services during construction related to facility modifications, improvements and replacement needs for King County wastewater treatment facilities.

SUBCONSULTANT OPPORTUNITIES: Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract: Electrical Engineering; Geotechnical Engineering; Drafting; Land Surveying.

Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to subconsulting opportunities, as well as other non-discrimination and affirmative action requirements with which the Consultant shall comply.

CONTRACTING OPPORTUNITIES PROGRAM: The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services. The SEDB goal for this Project is: **one certified firm**

QUESTIONS: Questions concerning this solicitation should be directed to **Ruth Williamson, Contract Specialist** at **206-684-1202**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-684-1327, TTY Relay: 711.

REQUEST FOR PROPOSALS

Work Order Structural and Civil Engineering Services for the Wastewater Treatment Division

RFP NO. E00027E06

I. INTRODUCTION

A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:

1. Proposers shall provide the Submittal to King County no later than **5:00 p.m., September 27, 2006**, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

**Ruth Williamson, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.**

2. King County may, at its option, contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
 3. At the County's option, the County may conduct Interviews from Proposers qualifying as finalists.
- B. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>
- C. The purpose of this RFP is to obtain a qualified consultant or consultants to provide work order based civil and structural engineering services for pre-design, design, and services during construction related to facility modifications, improvements and replacement needs for King County wastewater treatment facilities. The County plans to award two contracts. The County estimates the potential value of each contract to be \$500,000.
- D. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the

consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

1. Consultants are hereby advised that if your firm is the prime consultant or a subconsultant who performs work on a work order contract and, as part of that contract, performs studies and/or pre-design type services for a project that is later advertised, your firm will most likely not be able to compete for the advertised project. Individuals involved in studies and/or pre-design may also not be allowed to compete for follow-on work to ensure a fair and competitive procurement. A prime consultant or subconsultant may decline a work order request for pre-design services where involvement on the work order would preclude the firm from competing for a project that will later be advertised.
- E. The initial period of performance for the contract is one (1) year. The contract value for the initial period of performance will be \$500,000. The County reserves the right to amend the contract in one (1) year increments up to a maximum total duration of three (3) years. In no circumstances shall the contract value exceed \$500,000 or a total of three (3) years.
 1. There is no guarantee that all disciplines or services will be used. The County does not guarantee that the consultant will receive a specific volume of work, a specific total contract amount, or a specific work order value.
 2. At any time during the funding year, all projects and subsequent work orders may be subject to change if there is a change in funding levels or project priorities.
- F. Specific work under this contract will be performed on a work order basis consisting of individually negotiated work orders. Each work order will provide a specific scope, budget and schedule for the services required. The exact disciplines required and the amount of work for each discipline have not been determined. The Consultant should be capable of adding, deleting or substituting disciplines/expertise as necessary to meet the needs of specific work orders. There is no guarantee that all disciplines or services will be utilized. The Consultant will be expected to respond to short notice requests for technical services to resolve work order requests. The Consultant should be capable of performing urgent work order requirements while working on several work orders simultaneously. The County will not compensate the Consultant for work associated with negotiation of the scope, schedule and budget of individual work orders.

II. PROJECT BACKGROUND

- A. King County's Wastewater Treatment Division (WTD) is responsible for the collection and treatment of sewage in King County. WTD owns and operates two large regional wastewater treatment plants, one small wastewater treatment plant, two storm weather treatment plants, two new treatment plants and a new water reuse facility currently in design, and numerous wastewater collection and conveyance facilities throughout King County.
- B. Work under this contract will require a variety of engineering disciplines as described in the scope of work in Attachment 1, with emphasis on structural and civil disciplines. The Wastewater Treatment Division undertakes many projects to improve and enhance wastewater treatment and conveyance systems and operations. The work focuses on improvements at specific sites, such as those that address safety issues, code compliance, increasing capacity or other operational concerns. Most work order values are expected to range from \$5,000 to \$50,000.

III. PROCUREMENT PROCESS

A. General Information

1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
2. Clear & Concise Submittal. King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are discouraged from submitting lengthy Submittals, and are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical.
3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
4. Public Disclosure. Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests and Appeals

1. Time to file a Protest.
 - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;

- c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).
 4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explanation of the basis for the appeal and the ruling or relief requested.
 5. Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.
 6. Determination of the Appeal. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.
 7. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
 8. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
 9. Venue. By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

C. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
9/5/06	Public Announcement for RFP
9/27/06	Submittals Due (5:00 p.m.)
10/13/06	Select Finalists

Week of 10/16/06	Interview, if necessary
10/27/06	Ranking of Finalists and Notice of Selection
11/3/06	Selected Consultant submit all Cost and Pricing Data
1/31/07	Execute Contract

2. Notification. King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Ruth Williamson, Contract Specialist at 206-684-1202, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-ES-0825), Seattle, Washington 98104.

D. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall primarily be on reaching agreement on labor and billing rates, overhead and fee. Negotiations shall not begin until after the County has received and reviewed the cost and pricing data.

E. Contract Terms and Conditions

1. A copy of the County's terms and conditions is available at http://www.metrokc.gov/procurement/rfp_rfqi/new_consultant.aspx. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.

F. Cost and Pricing Data

1. King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Ruth Williamson, Contract Specialist
 King County Finance & Business Operations Division
 Procurement and Contract Services Section (M/S EXC-ES-0825)
 8th Floor, Exchange Building
 821 Second Avenue, Seattle, WA 98104

2. The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such

information in a timely manner may result in a decision by the County to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.

- a. **Financial Statements Including Balance Sheet And Income Statement.** Only the Prime Consultant should submit this information.
- b. **Direct Salaries.** All Firms shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed using Excel and submitted electronically to Michael.Williams2@metrokc.gov. The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.
 - (2) Company **payroll records** for the current month, and for up to six months ago if the rate has changed within that time period.
- c. **Overhead Rates.** All Firms shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account from the following entities:
 - (a) Washington State Department of Transportation (WSDOT)
 - (b) Defense Contract Audit Agency (DCAA)
 - (c) Federal Acquisition Regulation (FAR) overhead rate etc.
 - (3) Provide your lowest negotiated overhead rate on a government agency contract within the last twelve months, including the contract number and an agency contact name and current telephone number.
 - (4) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. **Billing Rates.** Submit only for certain qualifying small firms.
 - (1) Small firms that do not have an accounting system that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.
 - (2) If there is a question as to whether your firm qualifies to use Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.
- e. **Other Direct Cost(s).**
 - (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for the costs.
 - (2) For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
 - (3) Failure to identify ODC results in a presumption that there are no ODC.

- f. **Profit.** County considers both Washington DOT and FAR guidelines in establishing fair and reasonable profit. For all firms, specify the following:
 - (1) Proposed profit rate;
 - (2) Rationale and justification for the proposed profit rate.
- g. **Markup on Subconsultant Costs and ODC.** In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODC.

G. Consultant Disclosure

- 1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

IV. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Nondiscrimination And Equal Employment Opportunity

- 1. **Nondiscrimination in Employment and Provision of Services.** During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to the Agreement.
- 2. **Nondiscrimination in Subcontracting Practices.** During the solicitation, award and term of the Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3. **Compliance with Laws and Regulations.** The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
- 4. **Small Business and Minority and Women Business Enterprises Opportunities.** King County encourages the Consultant to utilize small businesses, including Minority-

owned and Women-owned Businesses Enterprises (“M/WBEs”) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - b. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to those firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - d. Establishing delivery schedules, where the requirements of the Agreement permit, that encourage participation by small businesses, including M/WBEs.
 - e. Providing small businesses, including M/WBEs that express interest, with adequate and timely information about plans, specifications, and requirements of the Agreement.
 - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at 360-753-9693.
5. Small Business and Minority and Women Business Enterprise Practices. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
6. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
7. Unfair Employment Practices. King County Code Chapter 12.18 will be incorporated by reference as if fully set forth and such requirements shall apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party

subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:

- a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - e. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, or based upon a bona fide occupational qualification; and/or
 - g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
8. Discrimination In Contracting. King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
9. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least six (6) years after completion of all work under the Agreement, the following:
- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications

for employment, or the administration or delivery of services or any other benefits under the Agreement; and

- b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on the Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in the Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
- c. The County may at any time visit the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If the Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement.

B. Required Submittals

1. The County will not execute any Agreement without receipt of the following forms:
 - a. Affidavit and Certificate of Compliance with King County Code 12.16. The Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of the Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
 - b. Personnel Inventory Report.
 - c. Statement of Compliance with King County Code 12.16. The Consultant shall obtain this statement from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from which the Consultant obtains employees;
 - d. ADA/504 Disability Assurance of Compliance. The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to the Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA.
2. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of the Agreement. Any violation of the applicable requirements of the Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant to sanctions and penalties allowed under the Agreement, federal and local law.
3. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available by contacting King County Business Development and Contract

Compliance at the address below. Please include the contract number in all correspondence.

King County Business Relations and Economic Development
Business Development and Contract Compliance Section
Bank of America Tower, M.S. BOA-EX-2000
701 5th AVE STE 2000
Seattle WA 98104
Phone: 206-205-0700, TTY Relay 711
Fax: 206-205-0719

C. Required Submittals During Work

1. The Consultant shall update the submittals listed below for itself and submit them to King County Business Development and Contract Compliance at the address above.
2. Upon completion of all work and as a condition precedent to final payment, the Consultant shall submit to the Business Development and Contract Compliance Section a final Affidavit of Amounts Paid identifying amounts actually paid, and any amounts owed, to each subconsulting firm and/or supplier for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

D. Voluntary Small Economically Disadvantaged Business Participation Goal and Contracting Opportunities Program

1. Contracting Opportunities Program. The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding of proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services.
2. Definitions.
 - a. A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000.
 - b. A "Certified Firm" is a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Contact the BDCC Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.
3. Voluntary SEDB Participation Goal
 - a. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of contracts for professional services to King County. Following is the voluntary SEDB goal established for this contract: **one certified firm.**

- b. King County may adjust the SEDB participation goal for this Contract to reflect the minimum level of SEDB participation under the following conditions:
 - (1) After issuing the Notice of Selection, and before contract award, King County determines to modify or delete a scope of work for which the Consultant has identified an SEDB to perform in its proposal.
 - (2) Subsequent amendments to this Contract expand the scope of work projected for SEDBs, or create new opportunities for other SEDBs to participate.
 - (3) During the term of the Contract, the Consultant determines that it is unable to comply with the SEDB goal. In that event, the Consultant shall make a written request to King County to reduce or modify the goal. The request shall describe the Consultant's efforts and inability to obtain SEDBs and must clearly demonstrate that SEDBs were unavailable to meet the SEDB goal. The County will evaluate the request and, if appropriate, direct the preparation of an amendment to reduce or modify the SEDB goal.
- 4. Determination of SEDB Eligibility. King County will count only the participation of Certified Firms towards the voluntary SEDB goal established for this contract. The County will count the proposer's identified participation as follows:
 - a. For evaluation purposes, King County will count only the participation of SEDBs that are certified by King County before the date and time of proposal submittal.
 - b. SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SEDB has the management and technical expertise to perform using its own workforce and resources. An SEDB may further subcontract a portion of the work, provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the SEDB that has the contract.

E. Sanctions for Violations

- 1. Any violation of the mandatory requirements of the non-discrimination, equal employment, affirmative action and ADA/504 provisions shall be a material breach of contract for which the Consultant may be subject to damages, withholding of payment, and any other sanctions provided for by contract and by applicable law.

V. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand of King County, make available to King County at Consultant's local office in King

County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder. Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.

- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
 - 1. **General Liability. \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.
 - 2. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
 - 3. **Automobile Liability. \$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.

4. **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
 5. **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
 6. **Contractor's Pollution Liability.** Contractor's Pollution Liability coverage in the amount of **\$1,000,000** per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the physical injury or destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.
- I. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
1. **Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:**
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
 - b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
 - d. The Consultant's Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- J. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- K. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved in writing by the County.
- L. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

VI. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate the relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.
- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 50 points. The number of Proposers to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. At County's option, interviews may be held if Consultant teams are closely ranked.

VII. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **four (4) bound copies** of the Submittal. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
 1. The original and copies of the Submittal shall be indexed with tabs for each section.
 2. Submittal shall be limited to a maximum of seven **(7)** pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification;
 - d. Project Examples;
 - e. the Proposal;
 - f. All charts, tables, graphics, attachments, and pictures.
 3. The **only** documentation not included in the page count is: (a) Resumes.
 4. Submittals that exceed the page limit shall be rejected. However, in limited circumstances the County may waive minor informalities or irregularities provided that the County determines there is no competitive advantage gained as a result of such action. If rejecting proposals that exceed the page count results in only two (2) or fewer conforming proposals, the County at its sole discretion will remove pages to bring the non-conforming proposals within the page count limit.
 5. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation. NOTE: The County has limited the number of

resumes requested. Any resumes in excess of the ones requested will also be removed in total from the submittal and not considered.

6. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
7. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
8. Submittal shall be prepared on 8 1/2" by 11" paper.

C. The Submittal shall consist of the following parts:

1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number;
 - b. Proposer's name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers.
2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 2. Special Note: The County has different certifications depending on the requirements of the procurement. Please be certain to use the Certification attached to this RFP.
3. **Attachment 5 Non-Discrimination and Other Forms.** If there are forms identified in Attachment 5, complete and return those forms with the Submittal.
4. **Proposal.** The Proposal shall address the evaluation criteria and submittal information identified in Section VIII. Evaluation Criteria and Submittal Information. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.

VIII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Specialized Experience and Technical Competence 40 Points

1. The County will evaluate the experience, technical competence and qualifications of the Personnel positions identified below, their project specific roles and responsibilities, and overall organization of the Project Team. Emphasis will be placed on recent experience with a variety of wastewater pump station and conveyance system design projects, or similar industrial treatment projects, with preference for those with the following characteristics:
 - a. Wastewater or similar industrial treatment conveyance system design with pipe diameters 24 inches or larger.
 - b. Odor prevention design for a wastewater or similar industrial treatment facility.
 - c. Emergency response to systems failure (ie, pipe collapse, mechanical or electrical systems failures).
 - d. Projects on which the consultant was responsible for cost estimates.

- e. Projects on which the consultant was responsible for providing engineering services (responses to RFIs, change orders, field orders, etc.) during construction.
 - f. Public Involvement requiring the design team to respond to issues regarding design at public meetings or in legal challenges during design and/or construction.
2. Number of staff positions and preferred experience levels are as follows:
- a. Engineers. All engineers shall be registered Professional Engineers in their discipline specialty in the State of Washington, or with demonstrated ability to obtain such status by the time of contract award. The County will regard resumes of these individuals as benchmarks, and will expect that all other engineers brought on this contract by the selected Proposer have an experience base and level of expertise at least equivalent to those for whom resumes are provided.
 - (1) Structural and Civil Engineers. Identify **two** structural engineers and **two** civil engineers, each of whom has experience in a variety of design work in their respective disciplines, including at least three (3) projects involving renovation and/or modifications to operating wastewater or similar industrial treatment facilities.
 - (2) Mechanical and Electrical Engineers. Identify **one** mechanical engineer and **one** electrical engineer, each of whom has experience including at least two (2) wastewater or similar industrial treatment projects in their respective disciplines.
 - b. Other Positions. Identify **one** team member in each of the following disciplines.
 - (1) Geotechnical engineering.
 - (2) Surveying.
 - (3) Architectural design.
 - (4) Cost estimating.
 - c. Project Manager. The project manager shall be evaluated to determine their expertise and experience managing a minimum of three (3) wastewater treatment or similar industrial projects, at least one of which is for a public client. The projects should demonstrate their experience managing multiple simultaneous projects, and that the individual has breadth and depth of experience in contract administration and all aspects of design project management activities.
3. Submittal Information
- a. Resumes. Provide resumes for two structural and two civil engineers; one mechanical and one electrical engineer; the project manager; and one for each of the Other positions named above, in alphabetical order by the last name. Any resumes other than for these eleven (11) staff will be removed from the proposal. Resumes shall, at a minimum, include the following information:
 - (1) Name of Person & title.
 - (2) Firm name & number of years employed by Firm.

- (3) Number of years of experience in profession.
- (4) Education (college degree & year).
- (5) Professional registrations and licenses (type/state/year).
- (6) Description of projects demonstrating how the proposed Personnel meets the minimum experience requirements.
- (7) Indicate whether the projects demonstrate the individual's experience in their discipline requirements as identified above.
- (8) Name of the project(s) and completion date, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the experience of the proposed Personnel for their roles and responsibilities on those identified projects. The Proposer is responsible for ensuring that the contact information is correct.

B. Record of Past Performance & Project Examples

30 Points

1. The County will evaluate the Project team's record of performance on contracts in the public or private sectors, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial considerations.
2. The County will evaluate the Project Examples provided by each Proposer to determine the proposed team members' experience with projects involving the specialized experience and technical expertise described in VIII, A1 and A2 above, including the amount of direct involvement on the part of the team members proposed for this contract. Preference will be given to examples that collectively (a) show experience on a variety of wastewater treatment or similar industrial treatment design projects, and (b) show a history of the proposed team members working together.
3. Submittal Information:
 - a. A brief narrative description of the team's record of performance on past projects. Discuss such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness and ability to work together as a team.
 - b. Project Examples. Submit a maximum of five (5) project examples for which design has been completed and permitted in the last five years. It is preferred that at least two (2) of the examples be completed projects.
 - (1) For each Project Example, identify the Personnel on the Project who are proposed for this contract.
 - (2) For each Project Example, identify the Project name and location and list the characteristics of the project example that are also characteristic of work proposed for this contract, the owner's name and telephone number, and the name and telephone number of the owner's project manager or other person who can verify the project characteristics of the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.
 - (3) For each Project Example, provide the following cost information:
 - (a) Cost estimates you provided at 30%, 60%, 90% and final design.

- (b) Explanation for differences, if any, between the estimates made at 30%, 60%, 90% and final design.
- (c) The successful bid price, at a minimum, and preferably all bid prices.
- (d) Explanation for the difference, if any, between the final design cost estimate and the successful bid.
- (e) Final cost of construction contract.
- (f) Explanation of difference between bid price and final construction price.
- (4) For each Project Example, specify the Proposer's role as a Prime Consultant, Subconsultant, or Other. Provide the names and titles of the firms' personnel on the project with a description of their project responsibility. Place an asterisk (*) by the name of each person who will be assigned to this contract.

C. Contract Management, Quality, Safety, and Responsiveness 20 points

1. The County will evaluate the Proposer's existing contract management methods; QA/QC and safety procedures; and record of responsiveness. The following areas will be evaluated:
 - a. Contract Management
 - (1) initial response to a work order request, including emergency work orders.
 - (2) contract and work order budget monitoring.
 - (3) maintaining schedule and managing changes.
 - (4) setting priorities.
 - (5) coordination with subconsultants.
 - b. Quality and Safety
 - (1) quality control/quality assurance procedures.
 - (2) safety procedures during design and construction phases.
 - c. Responsiveness
 - (1) ability to provide services in a timely fashion for simultaneous work orders of varying degrees of complexity.
2. Submittal Information:
 - a. Describe the methods your team will use to accomplish the contract management elements listed in VIII.C.1.a. above. Identify two (2) projects in the Project Examples performed using these methods.
 - b. Describe the team's procedures for addressing QA/QC implementation, and its safety policies and procedures, including use of any standard plans or manuals as well as project-specific approaches. Identify two (2) projects in the Project Examples performed under these procedures.
 - c. Describe how your team will initially respond to urgent County work orders requiring quick turnaround. Identify two (2) projects in the Project Examples in which the team was required to respond to an urgent or emergent work request in a shorter time than usual and explain the circumstances and your response.

D. Utilization of SEDB Firms

10 points

1. The County will evaluate:
 - a. The number of SEDB firms included on the Prime's team. Proposers that include at least **one** SEDB firm will be eligible to receive maximum points for this sub-criterion.
 - b. The Prime's outreach program and participation by SEDB firms in the overall workload of the Prime (work on non-County projects).
2. Submittal Information:
 - a. The number of SEDB firms participating. Include the firm's name and work discipline to be performed on this Project.
 - b. Discuss the Prime's outreach program. For example, describe activities the Prime takes to locate SEDB firms and to evaluate the opportunities available to work with SEDB firms on this contract.

E. Interviews -- 50 Points possible

1. The County may or may not conduct interviews. If the County determines that interviews are necessary, the County will conduct interviews with the short listed Proposers (finalists).
2. Proposers will be notified in writing of the request and provided the date, place, and time of the interview. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the interview, in which case the Finalists will be so notified in writing.
3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.

* * * * *

ATTACHMENT 1 - SCOPE OF WORK

ATTACHMENT 1

SCOPE OF WORK

RFP NO. E00027E06

STRUCTURAL AND CIVIL ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT DIVISION ON A WORK ORDER BASIS

Work under this contract will be performed on a work order basis consisting of individually negotiated work orders. Each work order will provide a specific scope, budget and schedule of the services required. The Consultant will be expected to respond on short notice to requests for these services. The Consultant is expected to be capable of working on multiple work orders simultaneously. In the case of an emergency request by the County, the Consultant will be expected to respond to provide services within 24 hours of such request. Nighttime or weekend callout work may be required under this contract in case of such emergency request.

WORK ORDER PROCESS

1. For each individual work order, the Project Representative will issue a written "Work Order Request" to the Consultant. The work request will describe the nature and extent of the project, its scope, preliminary schedule, and rough order of magnitude cost estimate.
2. The Consultant will prepare a proposal that includes an applicable scope of work, schedule, and budget, and identifies key staff assignments and potential subconsultants.
3. The Consultant and Project Representative will define a detailed scope of work, project schedule, consultant fee and other project management details.
4. The Project Representative will provide final approval of the work order with a Notice to Proceed.
5. The Consultant will be paid on the basis of approved monthly invoices.
6. The County will not compensate the Consultant for work associated with negotiation of the scope, schedule and budget of individual work orders

SCOPE OF TECHNICAL SERVICES

A. Project Management and Coordination

The Consultant shall organize, manage and coordinate the disciplines required to accomplish each work order and shall be capable of working on multiple work orders at the same time. The Consultant will be expected to coordinate its work with efforts performed by County staff and other consultants or contractors. The Consultant shall provide project management and contract administration services to facilitate efficient progress on each work order. Project Management services may include, but not be limited to:

- Progress reporting, including a status update of all active work orders with comparison of planned vs. actual schedules.
- Project team management and coordination.
- Meeting organization, facilitation and documentation.
- Quality assurance/Quality control.

Potential Deliverables:

- Monthly progress reports, including description of work accomplished and percent complete on each work order.
- Schedule updates, as required by work order scope, prepared using MS Project software.
- Meeting agendas, minutes, and notes, with revisions as required.
- QA/QC Plan.

B. Civil and Structural Engineering Design Services

The Consultant shall provide a full spectrum of civil/structural engineering services for wastewater treatment facilities that may include, but not be limited to, pavement systems, drainage systems, site preparation and grading, roofing systems, retaining walls, foundation systems, small building modifications and additions, equipment pads, and underground structures. Services required may include but not be limited to:

- Evaluation of existing systems.
- Data collection, review and analysis.
- Engineering analyses, computer modeling, studies and report preparation.
- Development, evaluation and recommendation of design alternatives.
- Preparation of 30%, 60%, 90%, and 100% plans and specifications.
- Capability to provide drawings in both electronic and hard copy formats.

Potential Deliverables:

- Technical memoranda documenting field investigation findings, data collected, analyses, and recommendations.
- Engineering reports and studies.
- Preliminary cost estimates and comparisons.
- Preliminary drawing and specification documents for design alternatives.
- Constructibility reviews.
- 30%, 60%, 90%, and 100% plans and specifications in electronic or hard copy formats. CAD files shall be prepared in AutoCAD 2000i or later release.
- As-built drawings.

C. Other Engineering and Related Services

The Consultant shall provide services in other disciplines as required to accomplish the execution of civil/structural engineering work orders, including but not limited to:

- mechanical and electrical engineering services such as recommendations for re-routing HVAC ductwork or electrical conduits;
- geotechnical engineering services such as recommendations for foundation design or evaluation of retaining wall movements;
- full service surveying;
- architectural services such as recommendations for lighting and roof repairs;
- cost estimating services for final design, construction or other applications.

Services in these disciplines may include but not be limited to:

- Evaluation of existing systems.
- Data collection, review and analysis.
- Engineering analyses, computer modeling, studies and report preparation.
- Development, evaluation and recommendation of design alternatives.
- Development and comparison of cost estimates for alternatives and final designs.
- Constructibility reviews.

- Preparation of 30%, 60%, 90%, and 100% plans and specifications.
- Capability to provide drawings in both electronic and hard copy formats.
- As-built drawings.

Potential Deliverables:

- Technical memoranda documenting field investigation findings, data collected, analyses, and recommendations.
- Engineering reports and studies.
- Preliminary cost estimates and comparisons.
- Preliminary drawing and specification documents for design alternatives.
- 30%, 60%, 90%, and 100% plans and specifications in electronic or hard copy formats. CAD files shall be prepared in AutoCAD 2000i or later release.

D. Bidding Period Services

The Consultant shall provide services during the bidding period, which may include but not be limited to:

- Attending the pre-bid meeting.
- Providing technical input to the County in response to bidder requests for clarification of bid documents.
- Providing technical information necessary for addenda issued by the County.
- Providing services for review of qualifications of low bidder and subcontractors.

Potential Deliverables:

- Technical information for responses to requests for clarification and addenda.
- Bidder qualifications review documentation.

E. Services During Construction

The Consultant shall provide construction phase engineering services, which may include but not be limited to:

- Review of contractor submittals, shop drawings and surveys.
- Evaluation of change proposals.
- Responses to requests for information (RFI).
- Preparation of design change notices (DCN) and field change notices (FCN).
- Site inspections.
- Providing record drawings.

The County will be responsible for construction management services.

Potential Deliverables:

- Memoranda recommending County acceptance or rejection of contractor submittals.
- Memoranda describing review of proposed changes.
- Responses to RFIs.
- Field design changes and field change notices.
- Field inspection reports, notes, and records.

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

The Proposer's Small Economically Disadvantaged Business (SEDB) utilization as set forth in the submittal constitutes the Proposer's commitment, if awarded this contract by the County, to use certified and qualified SEDBs.

The Proposer designates

(name)

(title)

(phone number)

as the person charged with carrying out and reporting the Proposer's voluntary efforts to use SEDBs.

The Proposer affirms that it has elected to participate in the voluntary efforts set forth in the solicitation for this contract to provide SEDBs equitable opportunity to participate in the performance of the work, and that all documentation included herein is true and correct.

Proposer _____

Signature _____

Title _____

Date _____

ATTACHMENT 3 - NOT USED

ATTACHMENT 4 - NOT USED

ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

There are no Attachment 5 forms that must be provided with the Submittal.

Additional non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms are available for review and download at:

<http://www.metrokc.gov/procurement/forms/consultants.aspx>